

LEVITAS EXHIBIT 3

BOND NUMBER: _____

FINANCIAL AND PERFORMANCE GUARANTEE BOND

KNOW ALL MEN BY THESE PRESENTS: That we, _____ (hereinafter called the "Principal"), and _____, with its principal office at _____ located in the Continental United States, a corporation duly organized under the laws of the State of _____ as Surety, are held and firmly bound unto Dominion Energy South Carolina, as Oblige, in the sum of _____ Dollars (\$_____) for the payment of which sum well and truly to be made, we the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

This Financial and Performance Guarantee Bond is being issued in connection with a Power Purchase Agreement dated _____, 20__ between Principal and Oblige (referred to as the "Agreement").

Now therefore, the condition of this obligation is such that if the Principal shall well and truly keep all the terms and conditions as outlined in said Agreement, then this obligation shall be null and void; otherwise to remain in full force and effect.

Provided, however, this bond is executed by the Surety and accepted by the Oblige subject to the following conditions:

1. No assignment of this bond shall be effective without the written consent of the Surety.
2. This obligation may be terminated by the Surety by seventy-five (75) days advance written notice to the Oblige, such notice to be sent by registered mail to

Attn: Contract Management

With Copy to:

Attn: General Counsel

Such termination shall not affect liability incurred under this obligation prior to the effective date of such termination subject to condition 5 herein.

3. Such termination or cancellation shall not affect any liability incurred or accrued under this bond prior to the effective date of such termination or cancellation. It is understood and agreed that if the Obligee has not received an acceptable form of security to replace the bond within forty-five (45) days prior to the effective date of cancellation or nonrenewal, the Obligee may recover the full amount of the bond, less any previous amounts paid to Obligee under the bond.
4. Provided, however, it shall be a condition precedent to any right of recovery herein that, in the event of any breach of any payment obligation of Principal under the Agreement or a failure of Principal to replace the bond with an acceptable form of security in accordance with Section 3, a written statement of the particular facts stating the nature of such breach or failure shall be given as soon as reasonably possible by the Obligee to the Surety and the Surety shall not be obligated to pay amounts due by Principal's obligation until the thirtieth (30th) day after Surety's receipt of such statement.
5. No action, suit or proceeding shall be had or maintained against the Surety on this bond unless the same be brought or instituted within ninety (90) days after the effective date of the termination or release of this bond.
6. Under no circumstances shall the aggregate liability of the Surety exceed the sum above stated regardless of the number of years and/or continuation certificates that the surety may issue.
7. Surety agrees to pay all fees and out of pocket expenses, including reasonable attorney's fees and expenses, in any way relating to the enforcement or protection of the rights of the Obligee in the event of a principal default.
8. TO THE FULLEST EXTENT PERMITTED BY LAW, THE OBLIGEE, PRINCIPAL, AND SURETY WAIVE ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF LITIGATION DIRECTLY ARISING OUT OF THIS BOND.
9. THE OBLIGEE, PRINCIPAL, AND SURETY SUBMIT TO THE JURISDICTION OF THE STATE AND FEDERAL COURTS LOCATED IN THE STATE OF SOUTH CAROLINA FOR PURPOSES OF ALL LITIGATION DIRECTLY ARISING OUT OF THIS BOND. EACH OF THE AFOREMENTIONED PARTIES HEREBY IRREVOCABLY: (i) WAIVES ANY OBJECTION IT MAY NOW OR HEREAFTER HAVE TO THE LAYING OF THE VENUE OF ANY SUCH LITIGATION IN SUCH A COURT; AND (ii) WAIVES ANY CLAIM THAT ANY LITIGATION BROUGHT IN SUCH A COURT HAS BEEN BROUGHT IN AN INCONVENIENT FORUM.
10. THE OBLIGEE, PRINCIPAL, AND SURETY AGREE THAT THE TERMS AND ENFORCEMENT OF THIS BOND SHALL BE GOVERNED, CONSTRUED AND

INTERPRETED IN ACCORDANCE WITH THE LAWS OF THE STATE OF SOUTH CAROLINA, WITHOUT GIVING EFFECT TO ANY CONFLICTS OF LAWS PRINCIPLES OF THAT STATE OR ANY OTHER STATE OR JURISDICTION.

11. This bond will expire on _____, 20__ unless extended by continuation certificate issued by the Surety and received by the Obligee prior to the bond expiration date, such certificate to be sent by registered mail to:

In witness whereof, said Principal and said Surety have caused this bond to be duly signed and their seals affixed this ____ day of _____. 20__.

BY: _____
(SOUTH CAROLINA AGENT SIGNATURE)

BY: _____
(PRINCIPAL SIGNATURE)

TYPE OR PRINT (South Carolina Agent Information)

(AGENT/AGENT'S INSURANCE
LICENSE NO.)

(SURETY)

(AGENCY/AGENCIES INSURANCE
LICENSE NO.)

(ATTORNEY-IN-FACT
SIGNATURE/PHONE NO.)

(ADDRESS)

POWER OF ATTORNEY REQUIRED

(CITY, STATE, ZIP CODE/PHONE
NUMBER)